

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DEMETRIC DI-AZ, et al.,
Plaintiffs,

v.

TESLA, INC., et al.,
Defendants.

Case No. [17-cv-06748-WHO](#)

CIVIL PRETRIAL ORDER

A jury trial has been set in this matter for March 2, 2020, beginning at 8:30 A.M. with an attorney conference and jury selection to follow thereafter. A Pretrial Conference has been set for February 3, 2020 at 2:00 P.M.

The following scheduling deadlines and hearing dates have been set:

Fact Discovery cutoff:	October 11, 2019
Dispositive Motion deadline:	November 20, 2019
Expert discovery cutoff:	November 20, 2019

1. Pretrial Conference and Statement

Not less than 28 days prior to the Pretrial Conference, counsel shall exchange (but not file or lodge) the papers described in Civil L.R. 16-10(b)(7), (8), (9) and (10), and any motions in limine.

At least 21 days before the Pretrial Conference, lead trial counsel shall meet and confer with respect to:

- Preparation and content of the joint pretrial conference statement;
- Resolution of any differences between the parties regarding the preparation and content of the joint pretrial conference statement and the preparation and exchange of pretrial materials to be served and filed pursuant to this Order. To the extent such differences are not resolved, the parties will present the issues in the pretrial

conference statement so that the judge may rule on the matter during the Pretrial Conference; and

- Settlement.

At least 14 days prior to the Pretrial Conference, the parties shall file a joint pretrial conference statement containing the following information:

a. The Action

(i) Substance of the Action. A brief description of the substance of claims and defenses that remain to be decided.

(ii) Relief Prayed. A detailed statement of all the relief claimed, particularly itemizing all elements of damages claimed as well as witnesses, documents, or other evidentiary material to be presented concerning the amount of those damages.

b. The Factual Basis of the Action

(i) Undisputed Facts. A plain and concise statement of all relevant facts not reasonably disputable, as well as which facts parties will stipulate for incorporation into the trial record without the necessity of supporting testimony or exhibits.

(ii) Disputed Factual Issues. A plain and concise statement of all disputed factual issues that remain to be decided.

(iii) Agreed Statement. A statement assessing whether all or part of the action may be presented upon an agreed statement of facts.

(iv) Stipulations. A statement of stipulations requested or proposed for pretrial or trial purposes.

c. Disputed Legal Issues

(i) Points of Law. Without extended legal argument, a concise statement of each disputed point of law concerning liability or relief, citing supporting statutes and decisions setting forth briefly the nature of each party's contentions concerning each disputed point of law, including procedural and evidentiary issues.

(ii) Proposed Conclusions of Law. If the case is to be tried without a jury, unless otherwise ordered, parties should briefly indicate objections to proposed conclusions of law.

d. Trial Preparation

(i) Witnesses to be Called. A list of all witnesses likely to be called at trial, other than solely for impeachment or rebuttal, together with a brief statement following each name describing the substance of the testimony to be given.

(ii) Exhibits, Schedules and Summaries. A list of all documents and other items to be offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a brief statement following each describing its substance or purpose and the identity of the sponsoring witness. Unless otherwise ordered, parties will indicate their objections to the receipt in evidence of exhibits and materials lodged and that counsel have conferred respecting such objections.

(iii) Estimate of Trial Time. An estimate of the number of court days needed for the presentation of each party's case, indicating possible reductions in time through proposed stipulations, agreed statements of facts, or expedited means of presenting testimony and exhibits.

(iv) Use of Discovery Responses. Counsel shall cite possible presentation at trial of evidence, other than solely for impeachment or rebuttal, through use of excerpts from depositions, interrogatory answers, or responses to requests for admission. Counsel shall indicate any objections to use of these materials and that counsel has conferred respecting such objections.

(v) Further Discovery or Motions. A statement of all remaining discovery or motions, including motions in limine.

e. Trial Alternatives and Options

(i) Settlement Discussion. A statement summarizing the status of settlement negotiations and indicating whether further negotiations are likely to be productive.

(ii) Consent to Trial Before a Magistrate Judge. A statement whether reference of all or part of the action to a master or magistrate judge is feasible, including whether the parties consent to a court or jury trial before a magistrate judge, with appeal directly to the Ninth Circuit.

(iii) Amendments, Dismissals. A statement of requested or proposed amendments to pleadings or dismissals of parties' claims or defenses.

(iv) Bifurcation, Separate Trial of Issues. A statement of whether bifurcation or a separate trial of specific issues is feasible and desired.

2. Witnesses

a. Jury Trials. The Pretrial Conference Statement shall include the witness list required in part by 1(d)(i) above. In addition, in the case of expert witnesses, the summary shall clearly state the expert's theories and conclusions and the basis therefore and shall be accompanied by a curriculum vitae; if the expert has prepared a report in preparation for the testimony, a copy thereof shall be furnished to opposing counsel. Witnesses not included on the list may be excluded from testifying.

b. Non-Jury Trials. In non-jury cases, any party may serve and lodge with the Court a written narrative statement of the proposed direct testimony of each witness under that party's control in lieu of a summary. Each statement shall be marked as an exhibit and shall be in a form suitable to be received into evidence.

3. Jury Instructions

a. Joint Set of Instructions. The parties shall jointly prepare a set of jury instructions, and shall file the proposed instructions at least fourteen days prior to the Pretrial Conference. The submission shall contain both agreed upon instructions (which shall be so noted), and contested instructions, all in the order in which they should be read to the jury. Where contested instructions are included, they should be annotated both with the proponent's authority for seeking the instruction and the opponent's reason for opposition. Counsel shall deliver to Chambers a copy of the joint submission on a CD/DVD in Word format. The label shall include the case number and a description of the documents.

b. Substance and Format of Instructions. The instructions shall cover all substantive issues and other points not covered by the Ninth Circuit Manual of Model Jury Instructions. Each requested instruction shall be typed in full on a separate page and citations to the authorities upon which the instruction is based shall be included. Instructions shall be brief, clear, written in plain English, and free of argument. Pattern or form instructions shall be revised to address the particular facts and issues of this case.

c. Preliminary Statement and Instructions. If the parties wish to have a preliminary statement read to the jury, and/or preliminary instructions given to the jury, they shall jointly

1 prepare and file the text of the proposed preliminary statement and/or preliminary instructions at
2 least fourteen days prior to the Pretrial Conference.

3 d. Voir Dire and Verdict Forms. Each party shall file proposed questions for jury voir
4 dire and a proposed Form of Verdict at least fourteen days prior to the Pretrial Conference.

5 **4. Exhibits**

6 a. Provide Copies of Exhibits to Other Parties. Each party shall provide every other
7 party with one set of all proposed exhibits, charts, schedules, summaries, diagrams, and other
8 similar documentary materials to be used in its case in chief at trial, together with a complete list
9 of all such proposed exhibits. Voluminous exhibits shall be reduced by elimination of irrelevant
10 portions or through the use of summaries. Each item shall be pre-marked with a trial exhibit
11 sticker ("Trial Exhibit No. __"), not deposition exhibit label, and defendant's exhibit numbers shall
12 be sequenced to begin after plaintiff's exhibit numbers. If there are numerous exhibits, they
13 should be provided in three-ring binders with marked tab separators. All exhibits that have not
14 been provided as required are subject to exclusion.

15 b. Stipulations re Admissibility. At least fourteen days prior to the Pretrial
16 Conference, the parties shall make a good faith effort to stipulate to exhibits' admissibility. If
17 stipulation is not possible, the parties shall make every effort to stipulate to authenticity and
18 foundation absent a legitimate (not tactical) objection.

19 c. Objections to Exhibits. In addition to the exhibit list, counsel shall confer with
20 respect to any other objections to exhibits in advance of the Pretrial Conference. Each party shall
21 file a statement briefly identifying each item objected to, the grounds for the objection, and the
22 position of the offering party at least fourteen days prior to the date set for the Pretrial Conference.

23 d. Provide Copies of Exhibits to Court. One set of exhibits shall be provided to the
24 Court in Chambers on the Friday prior to the trial date, in binders, marked, tabbed, and indexed in
25 accordance with Local Rule 16-10(b)(7). Exhibits shall be identified as follows:

<p>UNITED STATES DISTRICT COURT</p> <p>NORTHERN DISTRICT OF CALIFORNIA</p> <p>TRIAL EXHIBIT 100</p> <p>CASE No. _____</p> <p>DATE ENTERED _____</p> <p>BY _____</p> <p>DEPUTY CLERK</p>
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Blocks of numbers shall be assigned to fit the needs of the case (e.g., Plaintiff has 1-100, Defendant has 101-200). The parties shall not mark duplicate exhibits (e.g., plaintiff and defendant shall not mark the same exhibit; only one copy of the exhibit shall be marked).

e. Witness Binders. If all of the exhibits in a case do not fit in one binder, then the parties shall prepare a witness binder for each witness that will testify regarding three or more exhibits.

f. Disposition of Exhibits after Trial. Upon the conclusion of the trial, each party shall retain its exhibits through the appellate process. It is each party's responsibility to make arrangements with the Clerk of Court to file the record on appeal.

5. Motions In Limine

Any party wishing to have motions in limine heard prior to the commencement of trial must file them at least fourteen days prior to the date set for the Pretrial Conference. All motions in limine shall be contained in one document, limited to 25 pages pursuant to Civil L.R. 7-2(b), with each motion listed as a subheading. Opposition to the motions in limine shall be contained in one document, limited to 25 pages, with corresponding subheadings, and shall be filed at least seven days prior to the Pretrial Conference. No reply papers will be considered. The motions will be heard at the Pretrial Conference or at such other time as the Court may direct. Nothing in this

provision prevents a party from noticing its motions in limine regularly for hearing on or prior to the final date for hearing dispositive motions. No leave to file under seal will be granted with respect to motions in limine.

6. Other Pretrial Matters

a. Status Conferences. Any party desiring to confer with the Court may, upon notice to all other parties, arrange a conference through the Courtroom Deputy, Jean Davis, at 415-522-2077 or whocrd@cand.uscourts.gov.

b. Settlement Conferences. Parties wishing to arrange a settlement conference before another judge or magistrate judge may do so by contacting the Courtroom Deputy.

c. Daily Transcripts. Should a daily transcript and/or realtime reporting be desired, the parties shall make arrangements with Rick Duvall, Court Reporter Supervisor, at 415-522-2079 or Richard_Duvall@cand.uscourts.gov, at least seven calendar days prior to the trial date.

7. Trial Matters

a. The normal trial schedule will be from 8:00 a.m. to 1:00 p.m. (or slightly longer to finish a witness) with two fifteen minute breaks. Trial is usually held from Monday through Friday.

b. Ordinarily, the Court will set fixed time limits for each side at the Final Pretrial Conference.

c. Expert witnesses are limited to the scope of their expert reports on direct examination. F.R.C.P. 26(a)(2) and 37(c).

d. Parties must meet and confer to exchange any visuals, graphics or exhibits to be used in opening statements. Unless otherwise agreed, the exchange must occur no later than Wednesday before the trial. Any objections not resolved must be filed in writing by Thursday before trial. The parties shall be available by telephone Friday before trial to discuss the issue raised with the Court.

e. The parties shall disclose the witnesses whom they will call at trial on any given day by at least 2:00 p.m. the court day before their testimony is expected. Failure to have a witness ready to proceed at trial will usually constitute resting.

- 1 f. The Court takes a photograph of each witness prior to the witness's testimony.
- 2 g. Other than a party or party representative, fact witnesses are excluded from the
- 3 courtroom until they are called to testify, and may not attend in the gallery until their testimony is
- 4 complete.
- 5 h. The Court does not typically allow bench conferences. If there are matters that
- 6 need to be raised with the Court outside the presence of the jury, the parties should raise them in
- 7 the morning before trial or during recess. With advance notice, the Court is usually available at
- 8 7:30 a.m. to address such matters.

9 **8. Miscellaneous**

- 10 a. Please DO NOT call Chambers. If you need to contact the Courtroom Deputy,
- 11 please call (415) 522-2077 and leave a message if the deputy is not available, or email
- 12 whocrd@cand.uscourts.gov.
- 13 b. Copies. Each document filed or lodged with the Court must be accompanied by a
- 14 three-hole punched copy for use in the Judge's chambers. In addition, one copy of the witness and
- 15 exhibit lists should be furnished to the court reporter.

16 **IT IS SO ORDERED.**

17 Dated: July 17, 2019

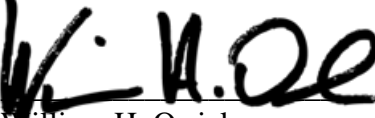

William H. Orrick
United States District Judge

EXHIBIT B

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17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**

19 DEMETRIC DI-AZ, OWEN DIAZ and
20 LAMAR PATTERSON, an individual

21 Plaintiff,

22
23 vs.

24 TESLA, INC. DBA TESLA MOTORS,
25 INC.; CITISTAFF SOLUTIONS, INC.;
26 WEST VALLEY STAFFING GROUP;
CHARTWELL STAFFING SERVICES,
INC. and DOES 1-10, inclusive,

27 Defendants.
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CASE NO.: 3:17-cv-06748-WHO

**STIPULATION AND PROTECTIVE
ORDER**

[Assigned to Hon. William H. Orrick]

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures
7 or responses to discovery and that the protection it affords from public disclosure and use extends
8 only to the limited information or items that are entitled to confidential treatment under the
9 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that
10 this Stipulated Protective Order does not entitle them to file confidential information under seal;
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
12 applied when a party seeks permission from the court to file material under seal.

13 This action may involve valuable research, development, commercial, financial, technical,
14 personnel, human resources, and/or proprietary information for which special protection from public
15 disclosure and from use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other things, proprietary
17 and/or confidential business practices, financial information, information regarding confidential
18 business practices, or other confidential, development, or commercial information (including
19 information implicating privacy rights of third parties, including, but not limited to, employees),
20 information otherwise generally unavailable to the public, or which may be privileged or otherwise
21 protected from disclosure under state or federal statutes, court rules, case decisions, or common law.
22 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over
23 confidentiality of discovery materials, to adequately protect information the parties are entitled to
24 keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material
25 in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and
26 serve the ends of justice, there is good cause for a protective order for such information. It is the
27 intent of the parties that information will not be designated as confidential for tactical reasons and
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1 that nothing be so designated without a good faith belief that it has been maintained in a confidential,
2 non-public manner, and there is good cause why it should not be part of the public record of this
3 case.

4 2. DEFINITIONS

5 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
6 information or items under this Order.

7 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
9 Civil Procedure 26(c).

10 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
11 as their support staff).

12 2.4 Designating Party: a Party or Non-Party that designates information or items that it
13 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

14 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
15 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
16 transcripts, and tangible things), that are produced or generated in disclosures or responses to
17 discovery in this matter.

18 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
19 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
20 consultant in this action.

21 2.7 House Counsel: attorneys who are employees of a party to this action. House
22 Counsel does not include Outside Counsel of Record or any other outside counsel.

23 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
24 entity not named as a Party to this action.

25 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
26 but are retained to represent or advise a party to this action and have appeared in this action on
27 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

1 2.10 Party: any party to this action, including all of its officers, directors, employees,
2 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

3 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
4 Material in this action.

5 2.12 Professional Vendors: persons or entities that provide litigation support services
6 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
7 storing, or retrieving data in any form or medium) and their employees and subcontractors.

8 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
9 “CONFIDENTIAL.”

10 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
11 Producing Party.

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only Protected Material (as
14 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
15 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
16 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
17 However, the protections conferred by this Stipulation and Order do not cover the following
18 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
19 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
20 publication not involving a violation of this Order, including becoming part of the public record
21 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
22 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
23 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
24 Protected Material at trial shall be governed by a separate agreement or order.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations imposed by this
27 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
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otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected material.

1 A Party or Non-Party that makes original documents or materials available for
2 inspection need not designate them for protection until after the inspecting Party has indicated which
3 material it would like copied and produced. During the inspection and before the designation, all of
4 the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting
5 Party has identified the documents it wants copied and produced, the Producing Party must
6 determine which documents, or portions thereof, qualify for protection under this Order. Then,
7 before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL"
8 legend to each page that contains Protected Material.

9 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
10 Designating Party identify on the record, before the close of the deposition, hearing, or other
11 proceeding, all protected testimony.

12 (c) for information produced in some form other than documentary and for any other
13 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
14 containers in which the information or item is stored the legend "CONFIDENTIAL." If only a
15 portion or portions of the information or item warrant protection, the Producing Party, to the extent
16 practicable, shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating Party's
19 right to secure protection under this Order for such material. Upon timely correction of a
20 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
21 accordance with the provisions of this Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
24 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
25 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
26 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
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1 confidentiality designation by electing not to mount a challenge promptly after the original
2 designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
4 by providing written notice of each designation it is challenging and describing the basis for each
5 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
6 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
7 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
8 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
9 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
10 Party must explain the basis for its belief that the confidentiality designation was not proper and
11 must give the Designating Party an opportunity to review the designated material, to reconsider the
12 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
13 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
14 has engaged in this meet and confer process first or establishes that the Designating Party is
15 unwilling to participate in the meet and confer process in a timely manner.

16 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
17 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
18 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
19 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
20 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
21 competent declaration affirming that the movant has complied with the meet and confer
22 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
23 motion including the required declaration within 21 days (or 14 days, if applicable) shall
24 automatically waive the confidentiality designation for each challenged designation. In addition, the
25 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
26 good cause for doing so, including a challenge to the designation of a deposition transcript or any
27 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
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1 competent declaration affirming that the movant has complied with the meet and confer
2 requirements imposed by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the Designating
4 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
5 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
6 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to
7 retain confidentiality as described above, all parties shall continue to afford the material in question
8 the level of protection to which it is entitled under the Producing Party's designation until the court
9 rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
12 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
13 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
14 the categories of persons and under the conditions described in this Order. When the litigation has
15 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a location and in a
18 secure manner that ensures that access is limited to the persons authorized under this Order.

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
20 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
21 information or item designated "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
24 information for this litigation and who have signed the "Acknowledgment and Agreement to Be
25 Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

1 (3) make the information requested available for inspection by the Non-Party.

2 (c) If the Non-Party fails to object or seek a protective order from this court within
3 14 days of receiving the notice and accompanying information, the Receiving Party may produce the
4 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
5 seeks a protective order, the Receiving Party shall not produce any information in its possession or
6 control that is subject to the confidentiality agreement with the Non-Party before a determination by
7 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
8 seeking protection in this court of its Protected Material.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
11 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
12 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
13 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
14 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
15 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to
16 Be Bound" that is attached hereto as Exhibit A.

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
18 MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
20 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
21 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
22 modify whatever procedure may be established in an e-discovery order that provides for production
23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
24 parties reach an agreement on the effect of disclosure of a communication or information covered by
25 the attorney-client privilege or work product protection, the parties may incorporate their agreement
26 in the stipulated protective order submitted to the court.

27 12. MISCELLANEOUS

1 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
2 its modification by the court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
4 no Party waives any right it otherwise would have to object to disclosing or producing any
5 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
6 Party waives any right to object on any ground to use in evidence of any of the material covered by
7 this Protective Order.

8 12.3 Filing Protected Material. Without written permission from the Designating Party or a
9 court order secured after appropriate notice to all interested persons, a Party may not file in the
10 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
11 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
12 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
13 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
14 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
15 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
16 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
17 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

18 13. FINAL DISPOSITION

19 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
20 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
21 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
23 the Protected Material is returned or destroyed, the Receiving Party must submit a written
24 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
25 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
26 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
27 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
28

Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 28, 2018

CALIFORNIA CIVIL RIGHTS LAW GROUP

By: /s/ Navruz Avloni
Navruz Avloni
Attorneys for Plaintiffs
DEMETRIC DI-AZ and OWEN DIAZ

DATED: March 29, 2018

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: /s/ Barbara Antonucci
Barbara I. Antonucci
Attorneys for Defendant
TESLA INC. DBA TESLA MOTORS, INC.

DATED: March 29, 2018

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: /s/ Barbara Antonucci
Barbara I. Antonucci
Attorneys for Defendant
CITISTAFF SOLUTIONS, INC.

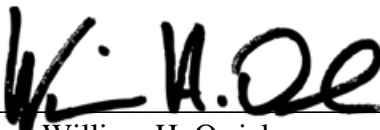
DATED: March 29, 2018

PAUL & McCAY, PLC

By: /s/ Helene Simvoulakis-Panos
Fenn C. Horton, III
Helene A. Simvoulakis-Panos
Attorneys for Defendant
WEST VALLEY STAFFING GROUP

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2
3 DATED: June 18, 2018



Hon. William H. Orrick

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

EXHIBIT C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DEMETRIC DI-AZ, et al.,

Plaintiffs,

v.

TESLA, INC., et al.,

Defendants.

Case No. [17-cv-06748-WHO](#)

ORDER ON DISCOVERY DISPUTE

Re: Dkt. No. 79

The parties have filed a joint letter concerning plaintiffs' attempt to obtain documents produced by defendant Tesla, Inc. in *Lambert v Tesla*, a case in which plaintiffs' counsel and Tesla were involved. Tesla complains about the procedure plaintiffs' counsel chose to seek the documents, some of which were covered by a Confidentiality Agreement and Stipulated Protective Order (the "Confidentiality Agreement") in *Lambert*. The complaint about the process itself elevates form over substance and is denied. Tesla does not argue that the documents are irrelevant to this litigation, and they are obviously known to plaintiffs' counsel. That plaintiffs' counsel did not notify the Ogletree firm of his desire to use the documents in this case makes no difference.

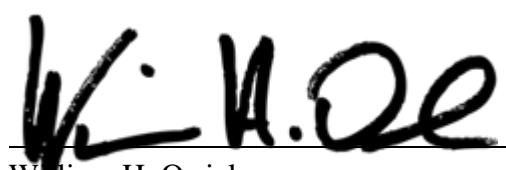
The real question is whether and how the documents may be used. Tesla asserts that plaintiffs' counsel seeks by this procedure to bypass the procedural protections to which his client agreed in *Lambert*. That is prohibited. Information designated as "Confidential" in *Lambert* shall not be disclosed except as allowed by the Confidentiality Agreement. If there is a dispute over whether any material is entitled to confidential treatment, the parties shall meet and confer and then follow the process set forth in the Confidentiality Agreement. If the disagreement cannot be resolved, the specific dispute should come to me for resolution.

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That said, the parties should consider whether any of the documents would ultimately be sealable in this court, and whether their dispute is more about admissibility than discoverability. Please focus on the importance of the issue before bringing it to court.

IT IS SO ORDERED.

Dated: August 19, 2019


William H. Orrick
United States District Judge

United States District Court
Northern District of California

EXHIBIT D

Line Nos.	Bates No. TESLA	Document Type
1.	211-219	Confidential Employment Policy: "Anti-Handbook Handbook"
2.	185-186	Email: Communications re nonparties' performance and/or disciplinary issues
3.	223-226; 234	Confidential Employment Policy: "Fremont Factory Personal Protective Equipment (PPE) Requirements on the Production Floor"
4.	227-233; 235-239	Confidential Employment Policy: "Personal Protective Equipment Program"
5.	240-242	Confidential Employment Policy: "Safety Tesla Internal"
6.	249	Confidential Employment Policy: "Tesla Workplace Violence Policy"
7.	220	Confidential Employment Policy: "Tesla Anti-Harassment Policy"
8.	217-219	Confidential Employment Policy: "Tesla Anti-Harassment Policy"
9.	140-142	Email: Communications re internal investigation of nonparty and discipline of nonparty
10.	54-55	Email: Communications re worker (nonparty) pay, performance issues of nonparty
11.	35-37	Email: Communications re internal investigation of nonparty worker, including personnel and/or disciplinary issues
12.	20-24	Email: Communications re internal investigation of nonparty
13.	25-29	Email: Communications re internal investigation of nonparty worker
14.	509	Email: Communications re internal investigation of nonparty, including personnel and/or discipline of nonparty
15.	510	Email: Internal investigative documents of nonparty issues
16.	511	Email: Communications re internal investigation of nonparty, including personnel and/or discipline issued to nonparty
17.	512	Email: Communications re internal investigation of nonparty, including personnel and/or discipline issued to nonparty
18.	513	Email: Communications re internal investigation of nonparty including re discipline of nonparties.
19.	518	Investigation documents, including emails re nonparties' performance and personnel and/or disciplinary issues
20.	565-566	Email: Communications re about termination of nonparty who was neither plaintiffs nor any alleged harasser.
21.	568-569	Email: Communications re about termination of nonparty who was neither plaintiffs nor any alleged harasser.
22.	68-69	Email: Communications re about termination of nonparty who was neither plaintiffs nor any alleged harasser.
23.	308-309	Email: Communications re complaints made by nonparties to this action
24.	134	Email: Communications re internal investigation, including involving nonparties' conduct
25.	663	Email: Communications re training of individuals (nonparties who are neither plaintiffs nor alleged harassers)

Line Nos.	Bates No. TESLA	Document Type
26.	58; 61	Email: Communications re nonparty performance issues not related to any alleged harassment
27.	672-674	Email: Communications re nonparty performance issues not related to any alleged harassment
28.	51-52	Email: Communications re performance issues of nonparty who is neither plaintiffs nor any alleged harassers
29.	127-128	Email: Communications re discipline of nonparty
30.	127-128	Email: Communications re individuals, including nonparties' conduct and personnel and/or disciplinary issues
31.	211-214	Confidential Employment Policy: "Anti-Handbook Handbook"
32.	215-216	Confidential Employment Policy: "General Assembly Expectations"
33.	732-737	Nonparty Statement: Statement from internal investigation
34.	629-30	Email: Communications re internal investigation involving nonparties
35.	635-636	Email: Communications re internal investigation of nonparties
36.	646-647	Email: Communications re internal investigation involving nonparties
37.	20-24	Email: Communications re internal investigation involving nonparties, and discipline of nonparty
38.	09-12	Email: Communications re internal investigation involving nonparties, and discipline of nonparty
39.	04-08	Email: Communications re internal investigation involving nonparties
40.	730-732	Email: Communications re internal investigation involving nonparties, and discipline of nonparty
41.	738-739	Email: Communications re internal investigation involving nonparties, and discipline of nonparty
42.	317	Email: Communications re internal investigation involving nonparties, and discipline of nonparty
43.	769-770	Confidential Employment Policy: "Standard Operating Procedure"
44.	772-774	Confidential Employment Policy: "Standard Operating Procedure"
45.	771	Confidential Employment Policy: "Work Instructions Template"
46.	805-808	Confidential Employment Policy: "Anti-Handbook Handbook"
47.	844-849	Confidential Employment Policy: "Tesla Code of Business Conduct and Ethics"
48.	809-815	Confidential Employment Policy: "Tesla Code of Business Conduct and Ethics (Rev 12/12/17)"
49.	842-843	Confidential Employment Policy: "Tesla Anti-Harassment and Discrimination Policy"
50.	819-824	Confidential Employment Policy: "Policy Against Discrimination & Harassment in the Workplace"
51.	879-888	Portion of nonparty personnel file
52.	863-878	Portion of nonparty personnel file

Line Nos.	Bates No. TESLA	Document Type
53.	702-703	Email: Communications re discipline of nonparty
54.	243-247	Confidential Employment Policy: "The Integrity Line Tesla Internal"
55.	258-260	Confidential Employment Policy: "Environment, Health and Safety Training"
56.	825-841	Portion of nonparty personnel file
57.	852-862	Portion of nonparty personnel file
58.	816-818	Portion of nonparty personnel file
59.	05-08	Email: Communications re internal investigation involving nonparties
60.	889	Proprietary and Confidential: Floor Plan of Tesla Factory
61.	133-136	Email: Communications re discipline of nonparty
62.	905-1013	Email: Complaints by nonparties who are neither plaintiffs nor alleged harassers

EXHIBIT E



Lawrence A. Organ, Esq.
Navruz Avloni, Esq.
Julianne K. Stanford, Esq.
Cimone Nunley, Esq.

Via Electronic Mail

October 16, 2019

Tracey Kennedy
Patricia Jeng
Reanne Swafford-Harris
Sheppard Mullin
333 South Hope Street
43rd Floor
Los Angeles, CA 90071

Re: *Demetric Di-az, et al. v. Tesla, Inc., et al.*
Case No. 17-cv-06748-SK
Plaintiff Owen Diaz's Written Discovery Responses to Tesla

Counsel,

I write pursuant to Provision 6.2 of the Stipulation and Protective Order signed by the Court on June 18, 2018. Plaintiffs hereby challenge the confidentiality designations of the documents produced in discovery by Defendant Tesla because in contravention of Section 5.1, Defendant designated almost all documents confidential without considering the nature of the documents being produced. Plaintiffs do not believe that these documents qualify as a "trade secret or other confidential research, development, or commercial information" as required by FRCP 26(c)(1)(G) nor are they privileged. In addition, Plaintiffs challenge Defendant Tesla's designation of various documents used by Plaintiffs at deposition on the following bases (Note: Depo Exhibit Number refers to the Plaintiffs' Exhibit numbers used in depositions taken by Plaintiffs' counsel; "T" refers to documents Bates Stamped "Tesla *****").

Depo. Exhibit #	Bates Number	Date	Subject	Reason Confidentiality is Challenged
5	T211-219		Anti-Handbook Handbook	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
7	T157-162		Demetric Di-Az online Tesla Application	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged



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 Navruz Avloni, Esq.
 Julianne K. Stanford, Esq.
 Cimone Nunley, Esq.

19	T185-186	2015.09.14	Dominguez email re Demetric work good and bad	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
20	T187-188	2015.10.09	Caballero email to Gleason and Martinez re Demetric "we're willing to work with him"	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
21	T294-295	2015.10.20	Juan Martinez email agreeing to ending Di-Az contract	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
23	T182-184	2015.10.22	Caballero to Wetle asking Di-Az be told not to report to work	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
24	T195-200		Di-Az performance review	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
25	T234-239		Tesla Personal Protective Equipment Reqs	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
26	T227		Tesla Personal Protective Eq. Program	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
27	T223-226		Personal Protective Equipment	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
28	T240-242		Tesla Safety	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business



Lawrence A. Organ, Esq.
 Navruz Avloni, Esq.
 Julianne K. Stanford, Esq.
 Cimone Nunley, Esq.

				documents not privileged
29	T228-233		Personal Protective Eq Program	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
31	T249		Tesla Workplace Violence Policy	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
32	T220		Tesla Anti-Harassment Policy	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
33	T217-219		Tesla Anti-Harassment Policy	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
35	T140-142	2015.10.20	Garrett email to Marconi Re Ramon threat	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
36	T54-55	2015.10.27	Parks email RE Rothaj Foster payroll	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
37	T35-37	2016.01.22	Fwd Racist Effigy and Drawing	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
38	T20-24	2016.01.22	Garrett email Re Racist Effigy and Drawing	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
39	T25-29	2016.01.22	Quintero email Re Racist Effigy and Drawing	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are



Lawrence A. Organ, Esq.
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				merely routine business documents not privileged
41	T509	2015.08.01	Romero email Re Confidential elevator issues (owen)	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
42	T510	2015.08.02	Kawasaki email re confidential elevator issues (owen)	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
43	T511	2015.08.04	Romero email re Judy Tibreza (verbal warning)	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
44	T512	2015.08.04	Romero email Re Elevator confidential information	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
45	T513	2018.08.04	Quintero email re Judy Tibreza (verbal warning)	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
46	T518	2015.08.17	Quintero email Re employee changes	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
47	T539	2018.08.27	Romero email re daily report	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
48	T557	2015.09.16	Quintero email re daily log binder	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
49	T565-566	2015.09.18	Kawasaki email re Diaz letter of resignation – tesla motors	This is not the type of document that qualifies under



Lawrence A. Organ, Esq.
 Navruz Avloni, Esq.
 Julianne K. Stanford, Esq.
 Cimone Nunley, Esq.

				FRCP26(c)(1)(G) and they are merely routine business documents not privileged
50	T568-569	2015.09.19	Quintero email re two week letter of resignation	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
51	T68-69	2015.09.21	Quintero email re two week letter of resignation	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
52	T576-577	2015.09.27	Kawasaki response re elevator 2	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
53	T308	2015.10.02	Quintero response re: owen diaz – verbal warning	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
54	T628	2015.10.19	Quintero Re: night elevator lead	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
55	T641	2015.10.19	Romero email re: Josue email: owen	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
56	T135-136	2015.10.20	Garrett email re ramon	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
57	T134	2015.10.20	Marconi email to Garrett re ramon	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
58	T663	2015.10.23	Romeo email to Delagrande	This is not the type of



Lawrence A. Organ, Esq.
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Cimone Nunley, Esq.

			and Quintero re pwt dz	document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
59	T58	2015.10.24	Romero email re rothaj foster2016.02.26	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
60	T 672-674	2015.11.02	Quintero to Romero re pn 1004777-20-k	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
61	666	2015.11.02	Delagrande to Romero re elevators/totes	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
62	T701	2015.11.03	Delagrande email re today's meeting	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
63	T51-52	2015.11.05	Romero to Jackson re elevator 1 out of service	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
65	T127-128	2016.11.06	Romero to Marconi re rothaj foster	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
66	T704-705	2015.11.07	Delagrande to Romero re meeting re bike	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
67	T708-709	2015.11.09	Quintero to Romero re meeting	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged



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68	T49-50	2015.11.12	nextsource – Rashad zaid – forklift to elevator candidate	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
69	T710-712	2015.12.02	elevator (forklift) operator (grave) – Eduardo Osorio	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
70	T717-718	2015.12.03	contractor email address request	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
71	T719	2015.12.14	tesla email	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
72	T39-42	2015.12.15	resume	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
73	T720	2015.12.22	one on one meeting	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
78	T412-421	2018.09.02	Owen’s badge history	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
79	T163-169		Candidate: Owen O. Diaz	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
80	T211-214		Anti-Handbook Handbook	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business



Lawrence A. Organ, Esq.
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				documents not privileged
81	T215-216		General Assembly Instructions	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
83	T732-737	2015.01.22	Ramon Martinez's Chartwell Staffing Solutions' alleged harasser-investigation questions	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
93	T3	2016.03.15	Antioch Health Center – Owen's off work note	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
95	T334-335	2016.3.21	Elevator	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
96	T144	2016.5.04	Separation notice – Owen Diaz – 05/04/2016 – United States of America	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
97	T54-55	2015.10.27	Rothaj Foster – Payroll Exception	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
100	T215-216		Tesla's General Assembly Expectations	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
116	T471-481		Next Source Operational Meeting Minutes	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
117	T220		Tesla Anti-harassment	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are



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				merely routine business documents not privileged
118	T217-219		Tesla Anti-harassment	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
119	T62	2015.06.24	Uhlenbrock email re Resume/Owen Diaz	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
120	T610	2015.08.02	Kawasaki email to Quintero re Confidential elevator issues	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
121	T511	2015.08.04	Romero to Quintero Re Judy Tibreza (verbal warning)	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
122	T512	2015.08.04	Romero to Kawasaki re elevator confidential info	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
123	T629-30	2015.10.19	Jackson to Garrett re Recruiter status	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
124	T635-636	2015.10.19	Jackson to Gryske Re (redacted)	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
125	T641	2015.10.19	Romero to Jackson Re Owen	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
126	T133-136	2015.10.20	Garrett to Marconi Re Ramon	This is not the type of document that qualifies under



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				FRC26(c)(1)(G) and they are merely routine business documents not privileged
127	T646-647	2015.10.21	Jackson to Garrett Re Employee Relations issue – Tesla	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
128	T20-24	2016.01.22	Garrett to Jackson re Racist Effigy & Drawing	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
129	T09-T12	2016.01.22	Torres to Jackson re Racist Effigy & Drawing	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
130	T04-08	2016.01.22	Martinez to Jackson re Racist Effigy & Drawing	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
131	C50 & 55	2016.01.26	Deleon to Ledesma re Racist Effigy & Drawing	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
132	T730-7	2016.01.25	Wayne to Quintero re NextSource Ramon Martinez Status Update	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
133	T738-739	2016.01.25	Quintero to Jackson, Torres and Laloh Re NextSource Ramon Martinez Status Update	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
134	T317	2016.03.02	Jackson to Romero Re Owen Diaz and Troy Dennis	This is not the type of document that qualifies under FRC26(c)(1)(G) and they are merely routine business documents not privileged
135	T319	2016.03.04	Romero to Hopper Re Safety	This is not the type of



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			Shoes	document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
136	T320	2016.03.04	Romero to Diaz Re Safety Shoes	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
137	T329	2016.03.14	Romero to Jackson Re FW Night Elevator Lead	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
138	T330	2016.03.17	Romero to Jackson Re Owen Diaz	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
139	T333	2016.03.18	Romero to Jackson Re Owen Diaz Dr Note	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
142	T752-753	2016.02.26	Quintero to Romero Re Owen	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
144	T769-770	2015.02.14	Tesla SOP of Inoperable Freight Elevator	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
145	T772-774		SOP Bldg services/Elevator Operators	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
146	T771		Work Intruction #2015-006-A	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged



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147	T805-808		Anti Handbook Handbook	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
148	T844-849		Tesla Code of Bus Conduct & Ethics	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
149	T809-815		Tesla Code of Bus Conduct & Ethics (Rev 12/12/17	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
150	T842-843		Tesla Anti-Harassment and Discrimination Policy	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
151	T819-824		Tesla Policy Against Discrimination...	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
152	T879-888		Javier Caballero (Redacted)doc	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
153	T863-878		Ramon Martinez (Redacted)doc	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
155	T61	2015.10.18	Kawasaki to Jackson re FWD Diaz re Ramon	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
156	T702-703	2015.11.06	Quintero to Romero Re response to Foster termination	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business



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				documents not privileged
157	T243-247		Tesla: The Integrity Line	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
158	T258-260		Tesla: You are Eyes and Ears...	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
159	T65		Tesla: Construction	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
160	T825-841		(Redacted) Edward Romero HR Training docs	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
161	T852-862		(redacted) Victor Quintero HR Training docs	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
162	T816-818		Roberto Hurtado HR Training docs	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
165	T05-08	2016.01.22	Diaz to Romero Re Racisct effigy with color photos	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
183	T889		Schematic Plan of Tesla Factory	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are merely routine business documents not privileged
185	T133-136	2015.10.20	Oct. 2015 Investigation of Diaz Complaint re Martinez	This is not the type of document that qualifies under FRCP26(c)(1)(G) and they are



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				merely routine business documents not privileged
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I look forward to your timely responses. We are available next week to meet and confer over these challenged designations.

Sincerely,

Larry Organ

EXHIBIT F



Lawrence A. Organ, Esq.
Navruz Avloni, Esq.
Julianne K. Stanford, Esq.
Cimone Nunley, Esq.

Via Electronic Mail

October 19, 2019

Tracey Kennedy
Patricia Jeng
Reanne Swafford-Harris
Sheppard Mullin
333 South Hope Street
43rd Floor
Los Angeles, CA 90071

Re: *Demetric Di-az, et al. v. Tesla, Inc., et al.*
Case No. 17-cv-06748-SK
Plaintiffs Challenge to Confidential Designations as to documents Bates Stamped
TESLA 905-1013, TESLA 1-407.

Counsel,

I write pursuant to Provision 6.2 of the Stipulation and Protective Order signed by the Court on June 18, 2018. Plaintiffs hereby challenge the confidentiality designations of the documents produced in discovery by Defendant Tesla as follows because in contravention of Section 5.1, Defendant designated all documents in these ranges confidential without considering the nature of the documents being produced. Plaintiffs do not believe that these documents qualify as a “trade secret or other confidential research, development, or commercial information” as required by FRCP 26(c)(1)(G) nor are they privileged.

More specifically, Plaintiffs challenge the confidential designations of the documents recently produced by Defendant Tesla on October 15, 2019. These documents, Bates Stamped TESLA 905-1013 do not qualify as categories subject to protection under FRCP 26(c)(1)(G), or any privacy right. The documents are evidence of other complaints by workers at Tesla’s Fremont factory during the time Plaintiffs worked there. This type of evidence is admissible in court and cannot be classified as “confidential” within the meaning of the protective order. For example, TESLA 1003 speaks of cleanup of graffiti, which Tesla is required to do by federal and state anti-harassment laws, so there can be no basis of confidentiality there. TESLA 1004 includes the complaint by Production Associate Kevin Colvin about the graffiti in the bathroom including the statement “all niggers must die.” Again, there is no basis for suggesting that this is confidential as Mr. Colvin was making a complaint and therefore willfully elevating his concerns. TESLA 1005 is a picture of the graffiti as communicated by Mr. Colvin and includes a picture of the “swastika” and the statement “all niggers must die.” Again, this is not confidential because it was posted in the bathroom for all employees to see who used the bathroom.



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Importantly, Defendant Tesla's over-designation of documents is improper both under the terms of the Protective Order (See Section 5.1), but again clearly includes documents that simply could not possibly qualify as "confidential" under anyone's interpretation. For example, TESLA 966 is only an email "requesting an update" which cannot be confidential. TESLA 936 is merely an email re scheduling. TESLA 932 merely indicates which team Titus is on. TESLA 924 merely contains directions to the Fremont plant. TESLA 911 talks about highlighting. TESLA 913 is a redacted spreadsheet with no information. Presumably the redacted was enough to prevent disclosure of any information, and so that should not be labeled as confidential. TESLA 919-922, 970, and 974 are merely notices of meetings. In summary, Defendant simply designated all documents as confidential without scrutinizing any of the documents or their content. Accordingly, and pursuant to the Protective Order, Plaintiffs hereby challenge all of the designations of this range TESLA 905-1013.

It appears that Defendant used a similar overreaching use of the confidential designations as to its first two productions of documents also which are included in the Bates Number range TESLA 1-407. These documents include numerous versions of Mr. Owen Diaz's complaints about the racist conduct directed at him. Of course, these are not confidential because Plaintiff sent them. This range of documents include such confidential things as Plaintiff's resume (TESLA 63-65). In addition, there are numerous blank spreadsheets (TESLA 175, 200, 309), pages with a vertical line (TESLA 371, 389), and pages with just the Tesla letters on the page (TESLA 299). Accordingly, Plaintiff contests the entire range of documents from TESLA 1-407 because Defendant failed to do a particularized analysis of the documents to ensure that only confidential documents were so designated and because the documents do not satisfy the requirements for such designations.

I look forward to your timely responses to this letter based on the requirements of the protective order. We are available next week to meet and confer over these challenged designations.

Sincerely,

Larry Organ

EXHIBIT G



Lawrence A. Organ, Esq.
Navruz Avloni, Esq.
Julianne K. Stanford, Esq.
Cimone Nunley, Esq.

As Via Electronic Mail

October 22, 2019

Tracey Kennedy
Patricia Jeng
Reanne Swafford-Harris
Sheppard Mullin
333 South Hope Street
43rd Floor
Los Angeles, CA 90071

Re: *Demetric Di-az, et al. v. Tesla, Inc., et al.*
Case No. 17-cv-06748-SK
Plaintiffs Challenge to Confidential Designations as to documents Bates Stamped
TESLA 408-889

Counsel,

I write pursuant to Provision 6.2 of the Stipulation and Protective Order signed by the Court on June 18, 2018. Plaintiffs hereby challenge the confidentiality designations of the documents produced in discovery by Defendant Tesla as follows because in contravention of Section 5.1, Defendant designated all documents in these ranges confidential without considering the nature of the documents being produced. Plaintiffs do not believe that these documents qualify as a “trade secret or other confidential research, development, or commercial information” as required by FRCP 26(c)(1)(G) nor are they privileged. As a general comment, it is troubling that Defendant redacted and then labeled documents as “confidential” when the redacting should cure any issues with respect to the document.

More specifically, Plaintiffs challenge the confidential designations of the documents produced by Defendant Tesla Bates Stamped TESLA 408-889 because they clearly do not qualify as the types of documents or categories subject to protection under FRCP 26(c)(1)(G), or any privacy right. The documents initially are time punches for Demetric and Owen Diaz which clearly are not confidential as Plaintiffs are the ones who punched in and out. (See TESLA 408-421.) From TESLA 422-466, the documents appear to be slides from a Powerpoint on Environment Safety which presumably were given to Tesla workers, and therefore they were not treated as confidential by Tesla. Such information can hardly be said to be a trade secret. Documents 467 – 481 are two sets of Weekly Operations Meetings Notes. Most of the pages are redacted and contain no information so the confidential designation is clearly erroneous. As to Mr. Diaz’s promotion and the reference to a rollout of training by NextSource, again these are general statements communicated to many workers and were not confidential. Accordingly, Plaintiffs challenge this entire range from TESLA 408-481.



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With respect to TESLA 482-802, again Tesla violated Section 5.1 of the protective order by designating all documents as confidential, perhaps most egregiously by assigning that designation to TESLA 560, 563 and 567 which are blank pages marked “Intentionally left blank.” Document 485 lists Owen Diaz’s name and phone number on an otherwise blank page and 486 is a redacted email showing Mr Diaz scheduled to work 8 hour shifts on the elevator. TESLA 492-494 is Owen Diaz’s resume. Document 516 is a page that is blank apart from the name “Josue”. TESLA 522, 525, 542, 636, 638, 670 and 671 have been redacted of all information, so the confidential designation is erroneous because all potentially confidential information has already been eliminated from the pages. Document 528 has been redacted of all information except “Owen Diaz Elevator Lead, D Day 12hr”. TESLA 532 is a blank page. The names Raul Camancho and Eric Ambrecht are all that appear on TESLA 546. Documents 550 and 590 are spreadsheet headers with all of the content redacted and 692-700 are completely redacted spreadsheets. TESLA 561, 584, 586 and 593 are copies of unsigned non-disclosure agreements. Document 569 is a single, unidentified phone number whilst 583 appears to be one line of url code and TESLA 575 is a line of asterisks. TESLA 594 is an email header followed by a page redacted of all information that continues through document 595. The confidential designation has been assigned to TESLA 625, a page redacted of all information other than Rebecca Gleason’s name and letterfooter. Documents 668 is a page redacted of all information other than the email tag and the words “good afternoon” and “thank you” and is followed by 669, a spreadsheet page redacted of all information other than Owen Diaz’s recycling payroll information and followed by two more fully redacted pages, produced as TESLA 670 and 671. Documents 676 and 679, 684, 686 and 688 have been redacted of all information other than an email tag. The wholesale designating of confidential status is further evidenced by that allocation on the blank signature page, TESLA 0000716. Documents 725 and 729 are blank pages bearing only the “sent from my iphone” tagline. 751 and 762 bear jdelagrande email tags on otherwise blank pages. Items 776-778 are part of the TeslaFlex injury prevention slide presentation which were presumably given to Tesla workers and hence were not treated as confidential by Tesla but were nonetheless assigned that designation. The same applies to documents 779 through 801 which appear to be slides from Tesla’s health and safety training program. Document 802, also assigned the Confidential designation, bears only the words “Incident Reporting.” TESLA 805 - 808 are pages from the Anti Handbook Handbook, a document provided to all new employees and therefore clearly not a trade secret or confidential document, 809-815 are the Tesla codes of conduct and ethics, clearly pages that were published to employees, and therefore not confidential. Document 818 is another blank page. TESLA 819 through 824 , 842-43, and 844-51 are more examples of Tesla’s internally published policies on anti-harassment and codes of conduct, and therefore not subject to the Confidential designation they have been assigned. TESLA 825 through 829, 839 and 840 are documents redacted of all information except the words “view worker Edward Romero”; documents 852-857 are redacted of information except “view worker Victor Quintero”; 863-866 and 870-873 are redacted of all information except “view worker Ramon Martinez”; and 879-884 are redacted of all information for except “view worker Javier Caballero.”



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Cimone Nunley, Esq.

Accordingly, Plaintiff contests the entire race of documents from TESLA 408-889 because Defendant failed to do a particularized analysis of the documents to ensure that only confidential documents were so designated and because the documents do not satisfy the requirements for such designations.

I look forward to your timely responses to this letter based on the requirements of the protective order. We are available this week or next to meet and confer over these challenged designations.

Sincerely,

Larry Organ